

Sale Name: Brooklyn Nash

C2.301# - CUTTING UNIT BOUNDARIES (09/2001)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

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C2.3521# - DESIGNATION BY SPECIES AND DIAMETER (11/2007)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with Orange paint or described to be left uncut.

See Tree Designation Table

Additional trees to be cut, if any, are Marked with Blue paint.

All Conifer trees except Engelmann Spruce shall be left as leave trees, unless Marked with Blue paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with Orange paint.

Stump diameter is measured outside bark at 6 inches above ground on the uphill side of the tree and may be measured using a diameter tape (diameter equivalent of circumference), or caliper according to standard measurement procedures in use by the Forest Service.

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C4.31# - BLANKET BOND (09/2001)

If Purchaser furnishes an acceptable bond or deposits securities, in accordance with B4.3, to guarantee payment for timber from this and other timber sales within the same Contracting Zone, the amount of such bond or deposited securities shall be allocated to such sales by Forest Service. When there is to be no timber cutting hereunder for 30 calendar days or more and payment of current charges has been made, the allocation to this sale shall be reallocated to other sales at Purchaser's request, and Purchaser shall not start cutting hereunder until this sale receives an allocation which will, in combination with transferred-in Purchaser Credit, meet the obligation for payment guarantee.

A Contracting Zone as stated in this provision contains the following National Forests:

Contracting Zone	National Forests
NZ	Bighorn National Forest
NZ	Medicine Bow-Routt National Forest
NZ	Arapaho/Roosevelt National Forest
NZ	Shoshone National Forest
NZ	White River National Forest

C5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

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C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

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C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.18 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
<hr/>		
N/A		

C5.34# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS (03/2002)

Unless otherwise agreed in writing, temporary roads, skid trails and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described below:

See Obliteration Table

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C5.36# - SNOW REMOVAL (09/2001)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Purchaser shall include:

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 4 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

C6.220# - PROTECTION OF IMPROVEMENTS (ROADS) (11/1998)

In order to prevent unacceptable damage to bituminous surfaced roads to be used in logging operations on this sale, Purchaser's use is restricted as indicated unless agreed otherwise:

See Protected Road List Table

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C6.312# - SALE OPERATION RESTRICTIONS (04/2004)

Unless otherwise agreed to in writing, sale operations will be restricted as listed below:

See Sale Operation Restrictions Schedule

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C6.411# - FELLING AND BUCKING (SPECIAL OBJECTIVES) (11/1998)

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

See Felling and Bucking Table

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C6.50# - STREAMSIDE MANAGEMENT ZONES (11/1998)

A Streamside Management Zone (SMZ) is a zone that contains riparian vegetation and other special characteristics. Areas identified as Streamside Management Zones (SMZ's) are shown on the Sale Area Map and designated with yellow painted trees marked above and below stump height. Yellow painted trees are painted with yellow dots facing the direction of the next painted trees and a vertical stripe of paint on the side of the tree facing away from the SMZ. Timber designation, conduct of logging, and/or slash treatment may differ in the SMZ from the rest of the unit. Unless otherwise agreed to in writing and notwithstanding the contract requirements otherwise applicable to each cutting unit, the following special requirements apply to the SMZ of the cutting units specified below:

See Streamside Management Zone Table

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C6.6# - EROSION PREVENTION AND CONTROL (11/1998)

A. Purchaser shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within 30 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Purchaser shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

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C6.601# - EROSION CONTROL SEEDING (11/1998)

Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil which has been designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in C5.41#.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of N/A inches.

Seed and fertilizer shall be spread evenly at the rate of 25 pounds of seed and N/A pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period September 15 to October 31 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

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C6.602# - PROTECTION OF DISTURBED AREAS FROM ESTABLISHMENT OF NOXIOUS WEEDS (11/1998)

In addition to the requirements of C6.601#; Purchaser shall seed and fertilize areas where mineral soil is exposed as designated by the Forest Service.

Unless otherwise agreed to in writing, seeding shall be done in the early spring or fall during weather and moisture conditions favorable for quick germination and growth of the plants. Seeding shall be completed in a timely manner following the last disturbance activity by the purchaser in the disturbed area.

The Certified seed analysis reports from each container shall be provided by Purchaser to the Forest Service prior to application of the seed. Seed and fertilizer shall be spread evenly at the rate of 25 pounds of seed and N/A pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first operation.

When an adequate seedbed does not exist, Purchaser shall scarify to get a 2 inch loose soil seedbed, prior to seeding.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

Sale Name: Brooklyn Nash

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C6.7# - SLASH TREATMENT (04/2003)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area Map and/or Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser's Slash Responsibility Table

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C6.824# - SCALING AS PRESENTED (SALES BY WEIGHT) (04/2004)

Notwithstanding criteria in B6.82, all material presented for measurement will be weighed and paid for at rates listed in A4 on a predetermined weight factor of 38.17 pounds per cubic foot for All Products and N/A pounds per cubic foot for N/A.

In the event any live products are severed from the stump for a period of 90 days or more without being weighed, the Forest Service, at its discretion, may 100 percent sample, sample load scale, sample weight scale, or use any other valid and acceptable method to determine the volume. Purchaser shall bear any additional scaling costs as a result of the delay in removing the products.

C6.83# - PRODUCT ACCOUNTABILITY (10/2003)

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in B6.85 or B6.851, as appropriate.

2. Purchaser shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, sale name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal Permit book. Products will not be hauled from the Sale Area without the Load Permit attached to the load.

3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.

4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with BLUE paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

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C8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.